

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

DENNIS R. MOORE and ROBERTA M.
MOORE

Debtors

Case No. 5-16-04445

Chapter 13

John J. Thomas, B.J.

CERTIFICATION OF MAILING OF SECOND AMENDED CHAPTER 13 PLAN

The undersigned, certifies that he is over 18 years of age and that on **October 17, 2017**, he caused to be mailed via First Class U.S. Mail, postage pre-paid, the **Second Amended Plan**, a copy of which is attached hereto as Exhibit "A"; along with the Notice of Filing of **Second Amended Plan**, a copy of which is attached hereto as Exhibit "B"; to the parties set forth in the Mailing Matrix, a copy of which is attached hereto as Exhibit "C". This statement is made subject to the penalties of perjury.

Law Offices of Brian E. Manning

/s/ Brian E. Manning
Brian E. Manning, Esquire
502 S. Blakely, St., Suite B
Dunmore, PA 18512
Tel. 570-558-1126
Fax 866-559-9808
Email: brianemanning@comcast.net
Attorney for the Debtor(s)

Dated: October 19, 2017

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

**DENNINS R. MOORE and ROBERTA
M. MOORE**

Debtors

Chapter 13

Case No. 5-16-04445

CHAPTER 13 PLAN

(Indicate if Applicable)

☒ **NO MOTIONS TO AVOID LIENS**

☒ **NO MOTIONS TO VALUE
COLLATERAL**

☐ **ORIGINAL PLAN**

☒ **THE SECOND AMENDED PLAN**

YOUR RIGHTS WILL BE AFFECTED

READ THIS PLAN CAREFULLY If you oppose any provision of this plan you must file a timely written objection. This plan may be confirmed and become binding on you without further notice or hearing unless a written objection is filed before the deadline stated on the Notice issued in connection with the filing of the plan.

PLAN PROVISIONS

DISCHARGE: (Check one)



The debtor will seek a discharge of debts pursuant to Section 1328(a).



The debtor is not eligible for a discharge of debts because the debtor has previously received a discharge described in Section 1328(f).

NOTICE OF SPECIAL PROVISION: (Check if applicable)



This plan contains special provisions that are not included in the standard plan as approved by the U.S. Bankruptcy Court for the Middle District of Pennsylvania. Those provisions are set out in the section of this plan. Other than to insert text into the designated spaces or to expand the tables to include additional claims, the preprinted language of this form may not be altered. This does not mean that the Debtor is prohibited from proposing additional or different plan provisions in section 8. The Debtor may propose additional or different plan provisions or specify that any of the provisions will not be applicable, provided however, that each such provision or deletion shall be set forth herein in section 8.

Exhibit "A"

1. PLAN FUNDING AND LENGTH OF PLAN

A. Plan Payments

1. To date, the Debtor(s) has paid \$25,840.00 (enter \$0 if no payments have been made to the Trustee to date). Debtor(s) shall pay to the Trustee for the remaining term of the plan the following payments. If applicable, in addition to monthly plan payments, Debtor(s) shall make conduit payments through the Trustee as set forth below. The total base plan is \$705,940.00 plus other payments and property stated in Section B below:

Start mm/yy	End mm/yy	Plan Payment	Estimated Conduit Payment	Total Payment
10/17	10/18	\$3,000.00	\$0.00	\$3,000.00
11/18	11/19	\$6,300.00	\$0.00	\$6,300.00
12/19	12/20	\$20,000.00	\$0.00	\$20,000.00
01/21	12/21	\$27,200.00	\$0.00	\$27,200.00
Total				\$680,100.00

2. If the plan provides for conduit mortgage payments, and the mortgagee notifies the Trustee that a different payment is due, the Trustee shall notify the Debtor and the attorney for the Debtor, in writing, to adjust the conduit payments and the plan funding accordingly. Debtor(s) is responsible for all post-petition mortgage payments due prior to the initiation of conduit mortgage payments.
3. Debtor(s) shall take appropriate action to ensure that all applicable wage attachments are adjusted to conform to the terms of the plan.
4. CHECK ONE:
☐ Debtor(s) is at or under median income.
☒ Debtor(s) is over median income. Debtor(s) calculates that a minimum of \$0.00 must be paid to unsecured, non-priority creditors in order to comply with the Means Test.

B. Liquidation of Assets

1. In addition to the above specified plan payments, Debtor(s) shall dedicate to the plan proceeds in the estimated amount of \$0.00 from the sale of property known and designated as n/a. All sales shall be completed by . If the property does not sell by the date specified, then the disposition of the property shall be as follows: n/a.
2. Other payments from any source(s) (describe specifically) shall be paid to the Trustee as follows: None.
3. The Debtor estimates that the liquidation value of this estate is \$0.00 (Liquidation value is calculated as the value of all nonexempt assets after

the deduction of valid liens and encumbrances and before the deduction of Trustee fees and priority claims.)

2. SECURED CLAIMS

- A. Pre-Confirmation Distributions. Adequate protection and conduit payments in the following amounts will be paid by the Debtor to the Trustee. The Trustee will disburse these payments for which a proof of claim has been filed as soon as practicable after receipt of said payments from the Debtor.

Name of Creditor	Address	Account #	Estimated Monthly Payment

The Trustee will not make a partial payment. If the Debtor makes a partial plan payment, or if it is not paid on time and the Trustee is unable to pay timely a payment due on a claim in this section, the Debtor's cure of this default must include any applicable late charges. Upon receipt, Debtor shall mail to the Trustee all notices from mortgagees including statements, payment coupons, impound and escrow notices, and notices concerning changes of the interest rate on variable interest rate loans. If any such notice informs the Debtor that the amount of the payment has increased or decreased, the change in the plan payment to the Trustee will not require modification of this plan.

- B. Mortgages and Other Direct Payments by Debtor. Payments will be made outside the plan according to the original contract terms, with no modification of contract terms, unless otherwise agreed to by the contracting parties, and with liens retained. All mortgage and other lien claim balances survive the plan if not avoided or paid in full under the plan.

Name of Creditor	Description of Collateral	Contractual Monthly Payment	Principal Balance of Claim
M&T Bank	Residence (First Mortgage)	\$2,901.02	\$64,357.17
M&T Bank	Residence (Second Mortgage)	\$1,561.00	\$61,661.04
M&T Bank	Residence (Home Equity Line)	\$372.98	\$31,343.36
M&T Bank	2011 Cadillac Escalade	\$1,037.28	\$17,250.00
Gm Financial Leasing	2015 Cadillac SRX	\$717.93	\$17,230.32

- C. Arrears. The Trustee shall distribute the amount of pre-petition arrearages set forth in the allowed proof of claim to each secured creditor set forth below. If the Debtor or the Trustee objects to a proof of claim and the objection is sustained, or if the plan provides for payment of amounts greater than the allowed proof of claim, the creditor's claim will be paid in the amount allowed by the court.

Name of Creditor	Description of Collateral	Estimated Pre-petition Arrears to be Cured	Estimated Post-Petition Arrears to be Cured	Estimated Total to be paid in plan

D. Secured Claims Paid According to Modified Terms. These amounts will be paid in the plan according to modified terms, and liens retained until entry of discharge. The excess of the creditor's claim will be treated as an unsecured claim. Any claim listed as "NO VALUE" in the "Modified Principal Balance" column below will be treated as an unsecured claim. THE LIENS WILL BE AVOIDED OR LIMITED THROUGH THE PLAN OR DEBTOR(S) WILL FILE AN ADVERSARY ACTION TO DETERMINE THE EXTENT, VALIDITY, AND PRIORITY OF THE LIEN (Select method in last column):

Name of Creditor	Description of Collateral	Modified Principal Balance	Interest Rate	Total Payment	Plan* or Adversary Action
Internal Revenue Service	All Assets of the Debtor	\$475,209.04	4%	\$570,250.85	N/A
PA Dept. of Revenue	All Assets of the Debtor	\$21,389.16	4%	\$25,666.99	N/A

*** "PLAN" INDICATES THAT THE DEBTOR(S) PROPOSES TO AVOID OR LIMIT THE LIEN OF THE CREDITOR IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION PURSUANT TO SECTION 506(a). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE LIEN WILL BE AVOIDED BY CONFIRMATION ORDER AND DISCHARGE. IF THE CREDITOR WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR MUST FILE AN OBJECTION TO THIS PLAN. OTHERWISE CONFIRMATION OF THE PLAN WILL AVOID THE LIEN.**

E. Other Secured Claims. (Including conduit payments)

Name of Creditor	Description of Collateral	Principal Balance of Claim	Interest Rate	Total to be paid in plan

F. Surrender of Collateral. Debtor(s) surrenders the following assets to secured creditors. Upon confirmation of the plan, bankruptcy stays are lifted as to the collateral to be surrendered. This provision does not prejudice a creditor's right to move to lift the stay prior to confirmation.

Name of Creditor	Description of Collateral to be Surrendered

G. Lien Avoidance. The debtor moves to avoid the following judicial liens and/or non-possessory, non-purchase money liens of the following creditors pursuant to Section 522(f):

THE DEBTOR(S) PROPOSES TO AVOID THE JUDICIAL LIEN OF THE CREDITOR(S) IN THIS PLAN. CONFIRMATION OF THE PLAN SHALL CONSTITUTE A FINDING OF VALUATION AND ALLOWANCE OF EXEMPTIONS PURSUANT TO § 522(f). NO ADVERSARY COMPLAINT OR MOTION WILL BE FILED AND THE JUDICIAL LIEN WILL BE AVOIDED BY A CONFIRMATION ORDER UPON DISCHARGE. IF THE CREDITOR(S) WISHES TO CONTEST THE AVOIDANCE OF THE LIEN, THE CREDITOR(S) MUST FILE A TIMELY OBJECTION TO THIS PLAN. OTHERWISE, CONFIRMATION OF THE PLAN WILL AVOID THE LIEN UPON DISCHARGE.

H. Optional provisions regarding duties of certain mortgage holders and servicers. Property of the estate vests upon closing of the case, and Debtor elects to include the following provisions. (Check if applicable)

☐ Confirmation of the plan shall impose an affirmative duty on the holders and/or servicers of any claims secured by liens, mortgages and/or deeds of trust on the principal residence of the Debtor to do the following:

(1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage. For purposes of this plan, the “pre-petition arrearage” shall include all sums included in the “allowed” proof of claim and shall have a “0” balance after both: (1) the Discharge Order in this case has been entered; and (2) payment in full of the allowed proof of claim has been made.

(2) Deem the pre-petition arrearage as contractually current upon confirmation of the plan, thereby precluding the imposition of late payment charges or other default-related fees and services based solely on the pre-petition default or defaults.

(3) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by the terms of the underlying mortgage note. Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note.

(4) Notify the Debtor and the attorney for the Debtor, in writing, of any changes in the interest rate for any non-fixed rate or adjustable rate mortgages and the effective date of any such adjustment or adjustments not less than 60 days in advance of such change or at such time as the change becomes known to the holder if the change is to be implemented in less than 60 days.

(5) Notify the Debtor, and the attorney for the Debtor, in writing, of any change in the property taxes and/or the property insurance premiums that would either increase or reduce the escrow portion, if any, of the monthly mortgage payments and the effective date of any such adjustment or adjustments not less than 60 days in advance of such change or at such time as the change becomes known to the holder if the change is to be implemented in less than 60 days.

(6) Within 60 days after receipt of a written request made by the Debtor to the servicer or mortgage lender, with a copy served upon its counsel, the servicer or mortgage lender shall provide Debtor and his counsel a statement detailing the following amounts paid by the Debtor post-petition: (1) all payments applied to the principal balance; (2) all payments applied to interest; (3) all payments applied to any escrow account; (4) all payments applied to any pre-petition arrearage claim and the

remaining balance; and (5) all fees and charges alleged to have accrued post-petition, along with an explanation thereof. The statement may be in the form of a post-petition ledger prepared by the servicer or lender provided the documents used to prepare same are also provided. The Debtor may (i) challenge this information by filing a motion with the court, to be served upon the holder and the Trustee, (ii) propose a modified plan to provide for payment of additional amounts that the Debtor acknowledges or the court determines are due, or (iii) take no action at all. To the extent that amounts set forth are not determined by the court to be invalid or are not paid by the Debtor through a modified plan, the rights of the holder to collect these amounts will be unaffected.

3. PRIORITY CLAIMS

- A. Allowed unsecured claims entitled to priority under section 1322(a) will be paid in full unless modified under paragraph 8:

Name of Creditor	Estimated Total Payment
Internal Revenue Service	\$522,606.00 ¹
PA Department of Revenue	\$34,834.10 ²
Berkheimer Associates	\$8,162.40 ³

B. Administrative Claims:

1. Trustee Fees. Percentage fees payable to the trustee will be paid at the rate fixed by the United States Trustee, not to exceed 10%.

2. Attorney fees (Check only one box)

☒ In addition to the retainer of \$2,500.00 already paid by the debtor, the amount of \$2,810.00 in the plan. This represents the unpaid balance of the presumptively reasonable fee specified in L.B.R. 2016-2 (c); or

☐ \$__ per hour, to be adjusted in accordance with the terms of the written the agreement between the Debtor and the attorney. Payment of such lodestar compensation shall require a separate fee application with the requested amount of compensation approved by the Court pursuant to L.B.R. 2016-2(b)..

3. Other Administrative Claims:

Name of Creditor	Estimated Total Payments

¹ This amount reflects the base claim of \$435,505.00 with an annualized simple interest rate of 4%.

² This amount reflects the base claim of \$29,028.42 with an annualized simple interest rate of 4%.

³ This amount reflects the base claim of \$6,802.00 with an annualized simple interest rate of 4%.

4. UNSECURED CLAIMS

- A. Claims of Unsecured Nonpriority Creditors Specially Classified. Includes unsecured claims, such as co-signed unsecured debts, that will be paid in full even though all other unsecured claims may not be paid in full.

Name of Creditor	Reason for Special Classification	Amount of Claim	Interest Rate	Total Payment
			%	

- B. Claims of General Unsecured Creditors. All remaining allowed unsecured claims shall receive a pro-rata distribution of any funds remaining after the payment of the other classes.

5. **EXECUTORY CONTRACTS AND UNEXPIRED LEASES.** The following executory contracts and unexpired leases are assumed (and pre-petition arrears to be cured in the plan) or rejected (so indicate):

Name of Creditor	Description of Collateral	Monthly Payment	Interest Rate	Pre-petition Arrears	Total Payment	Assume/Reject
			%			

6. REVESTING OF PROPERTY: (Check One)

- ☒ Property of the estate will vest in the debtor upon confirmation. (Not to be used with paragraph 2H)
- ☐ Property of the estate will vest in the debtor upon closing of the case.

7. STUDENT LOAN PROVISIONS

- A. Student loan provisions. This plan does not seek the to discharge of a student loan(s) except as follows:

(NOTE: If you are not seeking to discharge a student loan(s), do not complete this section.)

Name of Creditor	Monthly Payment	Interest Rate	Pre-Petition Arrears	Total Payment
		%		
		%		

8. OTHER PLAN PROVISIONS

- A. Include the additional provisions below or on an attachment. **(NOTE: The plan and any attachment must be filed as one document, not as a plan and exhibit.)**



9. ORDER OF DISTRIBUTION:

Payments from the plan will be made by the Trustee in the following order:

- Level 1: Adequate protection payments.
- Level 2: Debtor's attorney's fees.
- Level 3: Domestic Support Obligations.
- Level 4: Secured claims, pro rata.
- Level 5: Priority claims, pro rata.
- Level 6: Specially classified unsecured claims.
- Level 7: General unsecured claims.
- Level 8: Untimely filed unsecured claims to which the debtor has not objected.

The order of distribution of plan payments will be determined by the trustee using the following as a guide:

- Level 1: Adequate protection payments.
- Level 2: Debtor's attorney's fees.
- Level 3: Domestic Support Obligations.
- Level 4: Secured claims, pro rata.
- Level 5: Priority claims, pro rata.
- Level 6: Specially classified unsecured claims.
- Level 7: General unsecured claims.
- Level 8: Untimely filed unsecured claims to which the debtor has not objected.

GENERAL PRINCIPLES APPLICABLE TO ALL PLANS

All pre-petition arrears and cram-downs shall be paid to the trustee and disbursed to creditors through the plan.

If a pre-petition creditor files a secured, priority or specially classified claim after the bar date, the trustee will treat the claim as allowed, subject to objection by the debtor. Claims filed after the bar date that are not properly served on the trustee will not be paid. The debtor is responsible for reviewing claims and filing objections, if appropriate.

Dated: 10/16/2017

/s/ Brian E. Manning
Attorney for Debtor

/s/Dennis R. Moore
Debtor

/s/ Roberta M. Moore
Joint Debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE:

DENNIS R. MOORE and ROBERTA M.
MOORE

Debtors

Case No. 5-16-004445

Chapter 13

John J. Thomas, B.J.

NOTICE OF FILING OF SECOND AMENDED PLAN

To: Creditors, Parties in Interest and the Office of the United States Trustee

NOTICE IS HEREBY GIVEN THAT the Debtors In the above matter have filed a **Second Amended Plan**. A copy of the **Second Amended Plan** is included with this Notice.

A confirmation Hearing on the **Second Amended Plan** has been scheduled for

Date: December 5, 2017, at 9:30 a.m.

Time 9:30 a.m.

Place: Courtroom No. 2

United States Bankruptcy Court

Max Rosenn U.S. Courthouse

197 S. Main St.

Wilkes-Barre, PA 18701

Any objection/response to the **Second Amended Plan** must be filed with the Court and served upon counsel for the Debtors at the address listed below, on or before **November 14, 2017**. Any filing must conform to the Rules of Bankruptcy Procedure, unless the Court determines otherwise. Any objections to confirmation of the plan will be heard at the above-scheduled confirmation hearing. Counsel should be prepared to proceed on any unresolved objections to the plan at this time.

If Service was properly made and any creditor or other party in interest failed to file an objection/response by the above specified date, the Court may determine after review of the **Second Amended Plan** that no hearing is required and confirm the **Second Amended Plan**.

Brian E. Manning, Esquire
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502 S. Blakely St., Suite B
Dunmore, PA 18512
Tel. 570-558-1126
Fax 866-559-9808
Email: brianemanning@comcast.net
Attorney for the Debtor(s)

Date of Mailing: October 17, 2017

Exhibit "B"

Label Matrix for local noticing
0314-5
Case 5:16-bk-04445-JJT
Middle District of Pennsylvania
Wilkes-Barre

ACAR Leasing LTD d/b/a GM Financial Leasing
PO Box 183853
Arlington, TX 76096-3853

American Express
P.O. Box 1270
Newark, NJ 07101-1270

American Express Centurion Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Arbor Garden
419 Washington Ave
Larksville, PA 18651-1723

BERKHEIMER ASSOC-Agt Hazleton ASD Hazleton Ci
c/o David R. Gordon, Esq.
1883 Jory Road
Pen Argyl, PA 18072

(p)BANK OF AMERICA
PO BOX 982238
EL PASO TX 79998-2238

Bank of America, N.A.
P O Box 982284
El Paso, TX 79998-2284

Boscov's
Retail Services,
PO Box 30257
Salt Lake City, UT 84130-0257

CAN DO, Inc
15 S Church St Ste 200
Hazleton, PA 18201-6200

Capital One Bank
PO Box 71083
Charlotte, NC 28272-1083

Chase Cardmember Service
P.O. Box 15548
Wilmington, DE 19886-5548

Comenty-Talbots
PO Box 659617
San Antonio, TX 78265-9617

Charles J DeHart, III (Trustee)
8125 Adams Drive, Suite A
Hummelstown, PA 17036-8625

First National Bank of Pennsylvania
4140 E State St
Hermitage, PA 16148-3401

GM Financial Leasing
PO Box 100
Williamsville, NY 14231-0100

HAB-DLT
Berkheimer
PO Box 25153
Lehigh Valley, PA 18002-5153

(p)CITIBANK
PO BOX 790034
ST LOUIS MO 63179-0034

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Christos A Katsaounis
Commonwealth of PA, Dept of Revenue
Office of Chief Counsel
Dept 281061
Harrisburg, PA 17128-1061

Law Office of Brian E Manning
512 S Blakely St
Dunmore, PA 18512-2237

Lowe's /Synchrony Bank
PO Box 530914
Atlanta, GA 30353-0914

(p)M&T BANK
LEGAL DOCUMENT PROCESSING
1100 WHERLE DRIVE
WILLIAMSVILLE NY 14221-7748

M & T Mortgage Corporation
P.O. Box 62182
Baltimore, MD 21264-2182

M&T Bank
PO Box 1508
Buffalo, New York 14240-1508

Brian E Manning
502 South Blakely Street
Suite B
Dunmore, PA 18512-2237

Dennis R. Moore
100 Wilson Dr
Hazleton, PA 18201-6843

Roberta M. Moore
100 Wilson Dr
Hazleton, PA 18201-6843

Moore Dennis R
100 Wilson Dr
Hazleton, PA 18201-6843

Moore Roberta M
100 Wilson Dr
Hazleton, PA 18201-6843

Exhibit "C"

NelNet Student Loans
NelNet Claims,
PO Box 82505
Lincoln, NE 68501-2505

Nelnet on behalf of ECMC
PO Box 16408
St. Paul, MN 55116-0408

One South Realty
400 Renaissance Ctr
Hazleton, PA 18201-6277

PA Department of Revenue
Bureau of Individual Taxes
PO Box 281210
Harrisburg, PA 17128-1210

Pennsylvania Department of Revenue
Bankruptcy Division PO Box 280946
Harrisburg, PA 17128-0946

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

QCARD
P.O. Box 530905
Atlanta, GA 30353-0905

Robert M. Moore
2 Hunter Rd
Hazleton, PA 18201-6817

Sears Credit Cards
P.O. Box 183082
Columbus, OH 43218-3082

United States Trustee
228 Walnut Street, Suite 1190
Harrisburg, PA 17101-1722

James Warmbrodt
701 Market Street Suite 5000
Philadelphia, PA 19106-1541

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Bank of America
P. O. Box 15019
Wilmington, DE 19886-5019

Home Depot Credit Services
P.O. Box 182676
Columbus, OH 43218-2676

Internal Revenue Service
P O Box 21126
Philadelphia, PA 19114

M & T Bank
P.O. Box 64679
Baltimore, MD 21264-4679

(d)M & T Bank
PO Box 62146
Baltimore, MD 21264-2146

(d)M&T Bank
1100 Wehrle Drive
Williamsville, NY 14221

(d)M&T Bank
P.O. Box 840
Buffalo, NY 14240-0840

Portfolio Recovery Associates, LLC
POB 12914
Norfolk VA 23541

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Commonwealth of Pennsylvania, Department o

End of Label Matrix
Mailable recipients 40
Bypassed recipients 1
Total 41